

# **Exhibit 13**

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20 In my aspect. I own the opportunity to do with it as  
21 needed. Depending on contracts I have with people.

22 Q. So do you have a contract with Cowen?

23 A. I do.

24 Q. Do you understand who Cowen is?

25 A. Yes, I know who they are. Been working with

11

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1 them for about a year.

2 Q. What are the terms of your contract with  
3 Cowen?

4 A. I don't know if I'm able to disclose that.

5 Q. Is there a confidentiality clause in there?

6 A. I don't have it in front of me. I wasn't told  
7 to bring it and I don't know. I can go home and get it.

8 Q. That would have been responsive to the  
9 subpoena I served and you. If you have it. To the  
10 extent that Cowen was involved. We can talk about it  
11 later and we have to don't deposition until we solve  
12 that issue but we will look at the subpoena on a break  
13 and we will talk about it. Is that contract in writing?

14 A. Yes.

15 Q. Did you negotiate that contract with Brad  
16 Schwab?

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14 that point my job was done.

15 MS. LEWIS-GRUSS: I don't have any more  
16 questions for you at this time.

17 THE WITNESS: Great.

18 MS. LEWIS-GRUSS: Mr. Chupak is entitled to  
19 ask you questions.

20 THE WITNESS: Sure.

21 CROSS (BARRETT MIKELBERG)

22 BY MR. CHUBAK:

23 Q. I would like to go back to Exhibit 22  
24 somewhere in this pile.

25 A. All right, yes.

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1 Q. Can you tell me understanding that you hadn't  
2 produced the contract with Cowen and that you don't have  
3 in front of you what the operative terms are?

4 A. Yes, I would get paid a spread, a percentage  
5 of the gross spread. Between buy and sell. The number  
6 agreed to was 15 percent.

7 Q. So --

8 A. So for example if -- you don't need an example  
9 if you ask for one I'll give you one.

10 Q. That formula implies that Cowen isn't putting

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2 Q. What did Brad say in response you are or  
3 aren't owed money did he agree or disagree or did he say  
4 do nothing?

5 A. Can I go off the record for a second?

6 Q. I would prefer you answer the question.

7 A. Brad told me or projected towards me that  
8 there was some problems internally and I wasn't going to  
9 get paid on this.

10 Q. Did he tell you what those internal problems  
11 were?

12 A. Specifically he couldn't tell me. I've known  
13 Brad for a long time. I know he wouldn't intentionally  
14 hurt me.

15 Q. Have you been paid on this claim to date?

16 A. Zero.

17 Q. Have you reached out to anyone other than Brad  
18 about getting paid on this trade?

19 A. In fear of getting fired no.

20 Q. How many times have you reached out to Brad  
21 about this?

22 A. Handful. Every time I saw the contact lined  
23 up I was pissed.

24 Q. When was the last time you reached out to Brad  
25 about this?

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14 Sometimes I'm privy to the back and forth of the  
15 assignment going through lawyers and helping  
16 coordinate that but never have I seen money sent  
17 without a final assignment executed never seen it  
18 done. That doesn't mean it hasn't been done with  
19 other companies I have never seen it done.

20 MR. CHUBAK: I have no further questions.

21 Going to reiterate Ayanna's request that you  
22 forward us your contract with Cowen.

23 THE WITNESS: I can do that. I don't think --  
24 I don't believe I have any restrictions that I  
25 can't -- I don't believe I do. I can forward you

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1 that.

2 MR. CHUBAK: Okay.

3 THE WITNESS: That's easy.

4 MS. LEWIS-GRUSS: I'm going to ask a couple  
5 redirect questions.

6 THE WITNESS: Sure.

7 REDIRECT (BARRETT MIKELBERG)

8 BY MS. LEWIS-GRUSS:

9 Q. You've said multiple times you're a sourcer;  
10 is that correct?